

# WAIVER OF SERVICE OF SUMMONS

TO: Matthew H. Feinberg and Daniel Q. Harrington

ATTACHMENT 8

(NAME OF PLAINTIFF'S ATTORNEY OR UNREPRESENTED PLAINTIFF)

Martin Sandborg, Individually and  
d/b/a Sandborg Plumbing and Heating, acknowledge receipt of your request  
 (DEFENDANT NAME)

that I waive service of summons in the action of Pacific Indemnity Co. v. Kemp,  
et al. (CAPTION OF ACTION)  
 which is case number 04 11975-RWZ in the United States District Court  
 for the Massachusetts District of

I have also received a copy of the complaint in the action, two copies of this instrument, and a means by which I can return the signed waiver to you without cost to me.

I agree to save the cost of service of a summons and an additional copy of the complaint in this lawsuit by not requiring that I (or the entity on whose behalf I am acting) be served with judicial process in the manner provided by Rule 4.

I (or the entity on whose behalf I am acting) will retain all defenses or objections to the lawsuit or to the jurisdiction or venue of the court except for objections based on a defect in the summons or in the service of the summons.

I understand that a judgment may be entered against me (or the party on whose behalf I am acting) if an answer or motion under Rule 12 is not served upon you within 60 days after 9/14/04,  
 or within 90 days after that date if the request was sent outside the United States. (DATE REQUEST WAS SENT)

11/02/04  
 (DATE)

[Signature]  
 (SIGNATURE)

Printed/Typed Name: Martin Sandborg, Indv. and

As owner of Sandborg Plumbing and Heating  
 (TITLE) (CORPORATE DEFENDANT)

## Duty to Avoid Unnecessary Costs of Service of Summons

Under the Federal Rules of Civil Procedure, certain parties to a lawsuit are required to cooperate in saving unnecessary costs of service of the summons and complaint. This duty applies to parties who, after being notified of an action and asked by a plaintiff located in the United States to waive service of the summons, will be required to bear the cost of such service unless good cause be shown for its failure to sign and return the waiver. It is the duty of a party to waive service that a party believes that the complaint is unfounded, or that the action has been brought in a court that lacks jurisdiction over the subject matter of the action, or over its person or property. A party who waives service of the summons shall delay no longer in filing any pleading in response to the summons or to the service of the summons, and may state objections to the complaint in the answer to the complaint.

The defendant, having been notified within the time specified in the waiver form, served on the plaintiff's attorney, or, if unrepresented, plaintiff, a signed and dated copy of this waiver, is hereby notified that the answer or motion must be served and filed with the court within the time specified in the waiver form. If the answer or motion is not served and filed with the court within the time specified, the court may enter a default judgment against the defendant, and may also enter a judgment against the defendant for the costs of service of the summons and complaint.